

11-29-94
12.3.8v6

ASH GROVE CEMENT COMPANY

WESTERN REGION

November 29, 1994

Rachel Friedman-Thomas
Sediment Management Unit
Department of Ecology
Olympia, Washington 98504-7600

Re: Request of Information - Sediment Hazard Assessment

Dear Rachel Friedman-Thomas,

In Mr. Phillips letter of October 31, 1994, the department requested the following information needed to assess potential areas of concern in the Elliott Bay and Duwamish River.

Administration Information

1. Ash Grove Cement Company at 3801 E. Marginal Way So. Seattle WA. 98134 does not own, lease or discharge into sediment areas.
2. The facility does not have an NPDES permit.
3. This facility has had no significant source control or cleanup effort in the past 10 years.

Sampling data

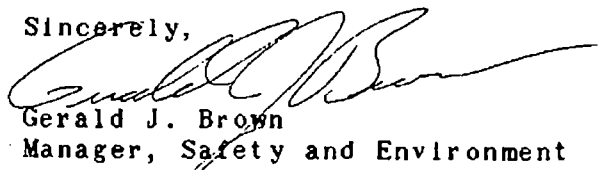
4. No data available on existing sediment.
5. No ecological study results available.
6. No data available on the presence or absence of biological resources.
7. Recreational resources present in the areas include tribal fishing and boating.

Physical Data

8. No data available on bathymetry, currents, circulation patterns or erosion rate in our area.

Thank you for the opportunity for Ash Grove Cement Company to assist in the cleanup of Elliott Bay and the Duwamish River. Should have any further questions, please call me at (206) 623-5596.

Sincerely,


Gerald J. Brown
Manager, Safety and Environment

cc: Ed Pierce
Nate Fernow

USEPA SF



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ED
D

United States
Environmental Protection
Agency

Region 10
1200 Sixth Avenue
Seattle WA 98101

Alaska
Idaho
Oregon
Washington



December 2, 1994

Reply to the
Attention of M/S AT-083

NOTICE OF CASE CLOSURE

Gerald Brown, Environmental Engineer
Ash Grove Cement Company
3801 E. Marginal Way
Seattle, WA 98134

Dear Mr. Brown:

This concerns your response to our letter of November 8, 1994, in which we requested further information relating to the Toxic Substances Control Act (TSCA) Polychlorinated Biphenyl (PCB) inspection which was conducted September 27, 1994, at Ash Grove Cement Company located in Seattle, Washington.

Thank you for your prompt reply to our questions and to our request for further information regarding analysis for PCB contamination in transformers and oil-filled electrical equipment at your facility. The laboratory results for the Coal Mill transformer confirms its status as non-PCB. The inventory list (showing date of manufacture) and the narrative from Ben McBride, Maintenance Superintendent, confirm the "PCB-free" comment made to Mr. Lazzar at the time of the TSCA inspection.

Our review of the report on the TSCA inspection is now complete and we are pleased to advise you that the inspection did not document any violations of the PCB regulations.

If you have any questions, please contact me at at (206) 553-7369.

Sincerely,

William M. Hedgebeth
PCB Team Leader
Toxic Substances Section

cc: Dennis Lazzar - WOO

12-14-94
12-3-8 v.b



PACIFIC BASIN RESOURCES

A Division of Oxbow Carbon & Minerals, Inc.

Attention: Jim cc. Bill Harvey - Fedderly Marion
Company: Fedderly Marion Ed Pierce - Ashgrove
Fax No: 206-392-2966

From: Bruce Taverner
Date: December 14, 1994
Pages: 1

cc - Pat Noon
Nate Fernow
Trygve Hille

If transmission is incomplete, please telephone me at 604 276 9100

Dear Jim:

Today's fly ash shipment seems to have been contaminated with some type of extraneous material, causing some damage to the fly ash system at Ashgrove. At this point, I am not sure when we will be able to resume deliveries. Tacoma Public Utilities is checking their system to see how the contamination could have occurred.

For all future shipments, please ensure that there is a screen in place on the truck - that will provide us with a back up to the T.P.U. system should such a problem occur at any point in the future.

Thanks and Regards,

B. Taverner
Marketing Manager

PROCESSORS, SHIPPERS & MARKETERS

Pacific Basin Resources
560-5900 No. 3 Road
Richmond, B.C. Canada, V6X 3P7
(604) 276-9100

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12.16.94
12.3.8 v.6

**FIRST AMENDMENT TO LEASE
BETWEEN
PORT OF SEATTLE AND ASH GROVE CEMENT COMPANY
TERMINAL 106 WEST**

THIS FIRST AMENDMENT TO LEASE made as of December 16, 1994,
by and between the PORT OF SEATTLE, a Washington municipal corporation, hereinafter
called "Port," and ASH GROVE CEMENT COMPANY, a Delaware corporation, hereinafter
called "Lessee,"

W I T N E S S E T H :

WHEREAS, the parties entered into a lease agreement dated December 17, 1993,
hereinafter called "Basic Lease," covering certain premises and activities by Lessee at
Terminal 106 West, Seattle, Washington (the "Leased Premises"); and

WHEREAS, the parties now wish to revise the Basic Lease by reconfiguring the
Leased Premises.

NOW THEREFORE, in consideration of their mutual promises, the parties hereby
agree as follows:

1. Basic Lease paragraph 1., LEASED PREMISES, is hereby deleted in its entirety
and replaced with the following:

LEASED 1. The Port hereby leases to Lessee, and Lessee hereby hires and leases
PREMISES from the Port, the following described Premises situated in King County, State
of Washington:

Portions of Lots 4 through 7 and 43 through 46 of Calhoun, Denny and Ewing's
replat of Block 388 of the plat of Seattle Tide Lands, in the south half of
Section 18, Township 24 north, Range 4 east, W.M. in the City of Seattle, King
County, Washington described as follows:

Beginning at the centerline intersection of vacated South Dakota Street and
vacated Eight Avenue South, thence south 00°00'00" east a distance of
160.00 feet; thence north 90°00'00" west a distance of 84.35 feet; thence south
74°25'42" west a distance of 8.98 feet to the true point of beginning; thence
south 00°00'00" east a distance of 227.43 feet; thence north 90°00'00" west a
distance of 234.43 feet; thence north 8°41'28" east a distance of 171.28 feet to
the north line of Port of Seattle property; thence north 74°25'42" east along said
property line, a distance of 216.49 feet to the true point of beginning.

Containing: 43,560 square feet (1.0 acre), being a portion of Port of Seattle's
Terminal 106 West, as shown on Exhibit "A-1," attached hereto and by this
reference made a part hereof, hereinafter called "the Premises."

2. Except as expressly amended herein, all provisions of the Basic Lease shall
remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the
day and year first above written.

ATTEST: _____

By _____
Secretary
(CORPORATE SEAL)

PORT OF SEATTLE
A municipal corporation

By SASewell
Managing Director, Marine Division
LESSOR

ATTEST: _____

By [Signature]
Assistant Secretary
(CORPORATE SEAL)

ASH GROVE CEMENT COMPANY

By [Signature]
Vice President
LESSEE

Notary to Terminal 106 West First Amendment
with Ash Grove Cement Company

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 16th day of December, 19 94, before me, the undersigned notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Steve Sewell, to me known to be the Managing Director Marine Division of the PORT OF SEATTLE, a municipal corporation, the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute the same.

WITNESS my hand and official seal hereto the day and year in this Certificate first above written.

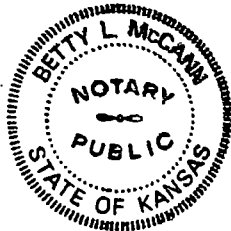
Bill Heath
Notary Public in and for the State of
Washington, residing at Seattle
My appointment expires 12-30-97

(ACKNOWLEDGMENT FOR CORPORATE LESSEE)

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On this 10th day of March, 19 94, before me personally appeared John H. Ross III and Gary L. Church, to me known to be the Vice President and the Assistant Secretary, respectively, of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.



Betty L. McCann
Notary Public in and for the State of
Kansas residing at Johnson County
My appointment expires April 10, 1994

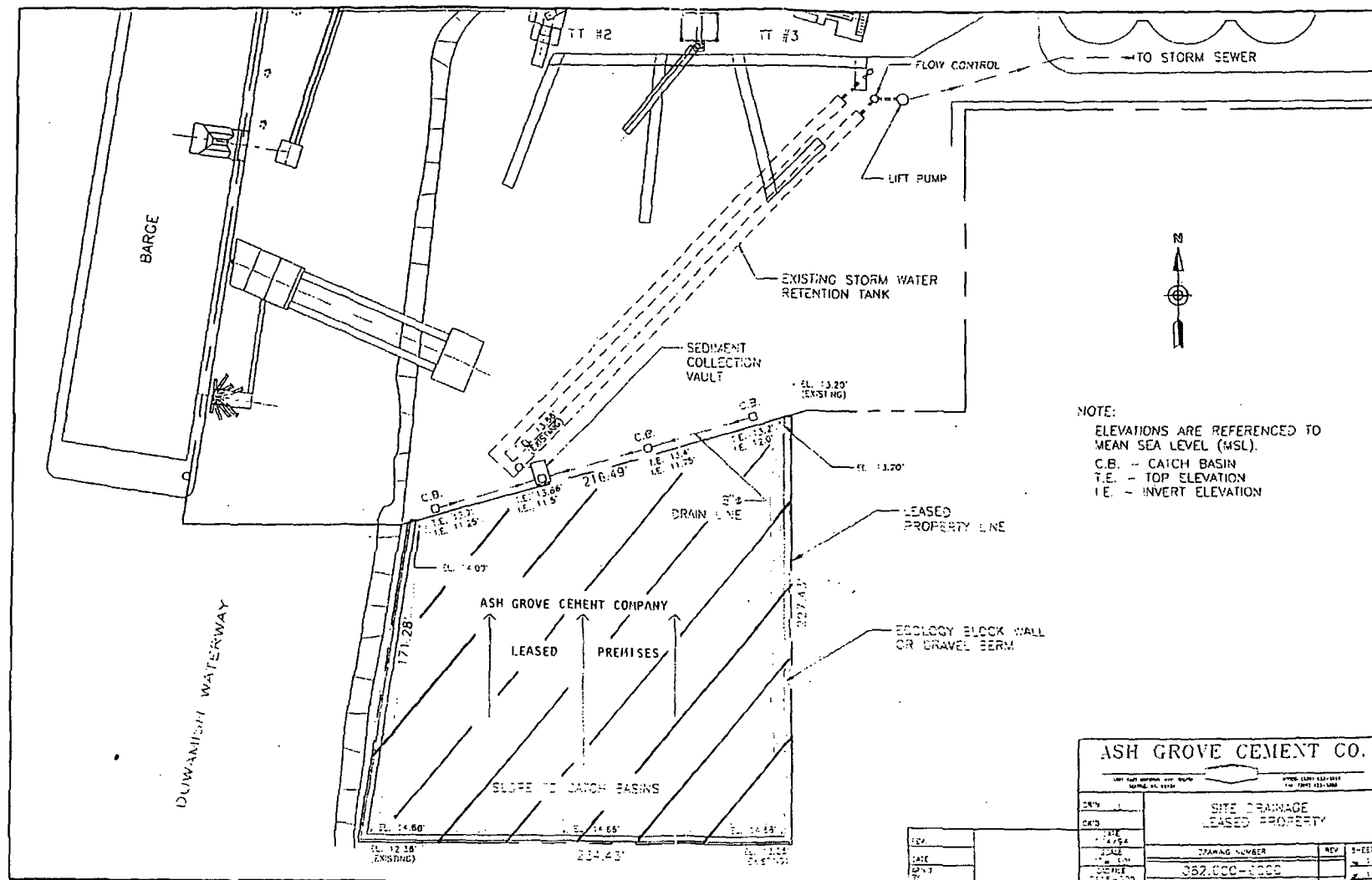


EXHIBIT A-1